

CHICAGO AND



TRANSPORTATION COMPANY

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

Date

Fees \$

13.00

312/559-6158

May 25, 1989

IOC Washington, D.C.

File No. A-9132-G

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 16367 FILED 1425

MAY 30 1989 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are Counterparts of a Bill of Sale dated January 6, 1989, covering four (4) 50-foot insulated boxcars, Nos. RPCX 129, 163, 203 and 216.

The names and addresses of the parties to the transaction are as follows:

1. Ralston Purina Company, Checkerboard Square, St. Louis, MO 63164
2. North Western Leasing Company, 165 North Canal Street, Chicago, IL 60606

Enclosed is a check for \$13.00 to cover your recording fee. Please retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely

Lisa M. Fanelli
Manager - Stock Operations

Enclosure

cc: J. E. Voldseth
T. H. Petersen (Rich DeWitt)
J. G. Marski
R. S. Morgsn
M. H. Shumate
P. L. Menchey
Arthur Anderson & Co. (Joe Adams)
f-cs37(clk/1)

REGISTRATION NO **16367** FILED 1431

MAY 30 1989 -11 40 AM

Delivery Dates: December 9, 1988
December 14, 1988
December 22, 1988
December 28, 1988

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

Ralston Purina Company, a Missouri corporation, (hereinafter called the Seller) in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt of all of which by it is hereby acknowledged, has bargained, sold, conveyed, transferred and delivered, and by these presents does hereby bargain, sell, grant, convey, transfer and deliver unto North Western Leasing Company (hereinafter called the Purchaser), the following unit(s) of Equipment:

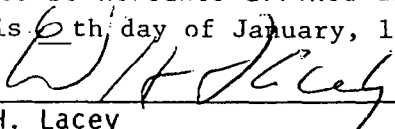
4 used 50-foot insulated boxcars with cushion underframes and dual airpacks respectively numbered as follows:

Reporting Numbers: RPCX 129 RPCX 163 RPCX 203 RPCX 216

TO HAVE AND TO HOLD the same unto the said Purchaser, its successors or assigns forever;

THE SELLER HEREBY WARRANTS to the Purchaser, its successors and assigns, that at the time of delivery of each unit of the Equipment to the Purchaser, as aforesaid, the Seller had legal title thereto, and good and lawful right to sell the same, and that title to said unit was then free of all claims, liens, encumbrances and security interests of any nature, and the Seller hereby further warrants that upon such delivery and payment by the Purchaser of the purchase price for such unit, the Purchaser will acquire legal title thereto, free of all claims, liens, encumbrances and security interests of any nature, and the Seller covenants that it will warrant and defend such title against all claims and demands whatsoever.

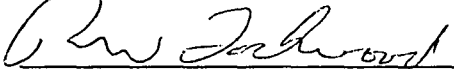
IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by W. H. Lacey, Group Vice President & President, Grocery Products Group, thereunto duly authorized, and its corporate seal to be hereunto affixed and to be attested by R. W. Lockwood, Assistant Secretary, this 6th day of January, 1989.

By: 
W. H. Lacey
Group Vice President & President
Grocery Products Group

PHW
1/6/89


CORPORATE SEAL

Attest:


R. W. Lockwood
Assistant Secretary

Subscribed and sworn to before me on this 6th day of January, 1989.

My commission expires _____.
2361L/17


Notary Public

RAE A. PADFIELD
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 8/11/89
CITY OF ST. LOUIS